BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

ENQUIRY / WORK INDENT NO. :
BESCOM/2024-25/EL/WORK_INDENT177

General Terms and Conditions

of Contract

Supplying and fixing of IN and OUT Name Plates to be fixed on DTCs and change-over points in Indiranagar and Vidhana Soudha Divisions of BESCOM, for a period of two years on Percentage Quoting basis

THIS BID DOCUMENT CONTAINS FOLLOWING VOLUMES:

VOLUME- I **COMMERCIAL REQUIREMENTS**

1. **Section – I** **Invitation For Bids** **- IFB**
2. **Section – II** **Instruction to Bidders** **- ITB**
3. **Section – III** **General Terms and Conditions of the Contract** **- GCC**
4. **Section –IV** **ANNEXURES** **- ANNEX**

OTHER VOLUMES CONTAIN THE FOLLOWING:

VOLUME-II **TECHNICAL SPECIFICATIONS**

Section – III

General Terms and Conditions of Contract

BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

SECTION III

GENERAL TERMS AND CONDITIONS OF CONTRACT

1.0 Definition of Terms:

In these general conditions and specifications, the following expressions shall have the meanings herein assigned to them, unless there is something in the subject or context inconsistent with such meaning.

1.1 **"BESCOM"** shall mean the BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED, which has jurisdiction over the area of works and its successor if any, hereafter states as the company.

1.2 **"Division"** shall refer to the respective C, O & M Division office of BESCOM directly in charge of the works.

1.3 **"Contractor"** shall mean the tenderer/bidder whether a firm, registered company, partnership or an individual, whose tender has been accepted by BESCOM or by Officer duly authorized on behalf of BESCOM, and who has entered into agreement with BESCOM for due fulfillment of the contract and shall also include legal representatives, successors and assignees of the tenderer.

1.4 **"Engineer"** means the General Manager (Ele) (Q,S&S), CORPORATE OFFICE, BESCOM, BANGALORE such other officer who may be appointed to act as the Engineer for the purpose of the contract and shall also include the Superintending Engineer, Executive Engineer or Officers of equivalent rank, directly in charge of the work authorized by the BESCOM.

The Contractor shall have the right of appeal against the orders of a lower ranked authority to the higher ranked authority up to the General Manager (ELE) (Q,S&S), CORPORATE OFFICE, BESCOM, BANGALORE whose decision shall be final and legally binding on all

parties concerned.

1.5 **“Engineer-in-charge"** shall mean the Executive Engineer of the concerned jurisdictional C, O & M Division or his duly authorized assistants.

1.6 **"Plant"** shall mean and include any or all plant, machinery, tools or other implements of all description necessary for the execution of the work in safe and workman like manner.

1.7 **"Work or Works"** shall mean the work or works set out and described in the Schedule of prices, drawings and specifications and which the Contractor has agreed to execute under the terms of contract. It shall include all items of work, which unless specifically excluded are necessary to execute the works as described,

1.8 **"Contract and Contract Documents"** shall mean and include the General conditions of contract, Special Conditions, Specifications, Schedule of Prices, drawings and the stamped agreement.

1.9 **"Specifications"** shall mean the specifications annexed and such other specifications and the Schedule of drawings if any, as may be detailed and necessary due to particular nature of works wherever applicable.

1.10 **"Site"** shall mean and include all the area in which operations in respect of the works are carried out. These terms shall also include materials stacking yard and the area where temporary structures are put up for installing any machinery etc.

1.11 **"Month"** shall mean a month as reckoned by the English Calendar.

1.12 Words used in singular shall also include the plural and vice versa where the context so demands.

1.0 “Contractor to Inform Himself Fully”

2.1 The Contractor shall be deemed to have carefully examined the contract documents, and to have visited the site and fully acquainted himself with the conditions of labour, roads, work, climate, rainfall, type of soil etc., prevalent in the area. Any information available with BESCOM regarding the site conditions will be made available to the

Contractor but BESCOM will not accept any responsibility for the accuracy there of or the inference that may be drawn there from.

2.2 The Contractor shall in writing get necessary clarifications by the Engineer in respect of the meaning of any of the conditions set forth in the contract documents.

2.0 **Contract Agreement and Contract Performance Security Deposit:**

3.1 Within a period of fifteen days, or such other period as may be mentioned in the letter of notification of acceptance of the tender, the tenderer shall furnish the required PERFORMANCE GUARANTEE and shall enter into agreement with BESCOM for carrying out the work according to the conditions of contract, on Karnataka Government stamp paper of value Rs.200/- as per the format enclosed.

3.2 The successful Bidder shall remit the PERFORMANCE GUARANTEE as per clause 24.0 of section-II Instruction to bidder.

All expenses incurred for completing and stamping the contract agreement shall be borne by the Contractor. The stamped agreement shall be deposited with BESCOM and the agreement signed by both parties shall be delivered to the Contractor.

3.3 After the tender has been accepted by BESCOM or by any Officer duly authorized by BESCOM to accept the tender, all orders and instructions to the Contractor will, except as herein otherwise provided, be given by the Engineer-in- charge on behalf of BESCOM.

3.0 **Subletting of Contract:**

4.1 The Contractor shall not without the previous written consent of the Engineer assign or sublet his contract or any part thereof. Any such consent given by the Engineer shall not relieve the Contractor from any obligations, duty or responsibility under the contract and the Contractor shall be held responsible for all or any action of the sub-Contractor as if those actions are committed by the Contractor himself.

4.2 This clause will not prohibit the Contractor from adopting the

piecework system where labour charges are paid according to an agreed rate, the materials and equipment being supplied by the Contractor. The Contractor shall however remain responsible for the action of his piece rate workers.

5.0 **Contractors Representative and Labour**

5.1 The Contractor under intimation to the Engineer shall employ at least one competent representative in that field duly approved by the Engineer, to carry out and supervise the works on behalf of the Contractor. The said representative or any one of such representatives, if there be more than one, shall be present at the site during working hours, and any written orders or instructions given to such a representative by the Engineer in charge, shall be deemed to have been lawfully given to the Contractor.

5.2 The Contractor shall at all times employ labour of every description as the Engineer may deem necessary for securing the proper progress of the works, and shall on demand furnish from time to time such returns as may be required by the Engineer of the number and description of unskilled, skilled and supervisory staff actually engaged on the work.

5.3The Contractor shall furnish the Engineer-in-charge with such reports as he may require regarding the progress of the works and the organization in connection with the execution of the work.

5.4The Engineer-in-charge has the right to object to the employment, or presence of any representative or other persons or labour employed by the Contractor on the grounds of incompetence, negligence, misconduct or being considered undesirable in the interest of work, and on such objection being raised, the Contractor shall be bound to remove or cause to remove such person or persons and provide competent substitutes approved by the Engineer-in-charge. The Contractor shall not be entitled to any damage or loss that may be caused by such action of the Engineer-in-charge.

6.0 **WORKS**

6.1 **General Information**

The bidder shall execute the above work which involves broadly to supply and fixing of name plate of individual DTC with the details to be printed on the board provided by the O&M offices feeder wise and fixing it on the respective DTCs and executing the work as per the BESCOM approved sample etc.,

6.2 Any other items of work not specifically mentioned, but which are essentially required for satisfactory performance & completeness of these works shall be deemed to be included in the scope of works and the same shall be executed / carried out by the Contractor at no extra cost to the BESCOM.

6.3 The works shall be executed in strict conformity with the approved sample as per the Contract documents.

7.0 **LOCAL CONDITIONS**

7.1 It will be imperative for each bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the supplies and services covered under these documents and specifications.

7.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the bid. No claim what so ever including those for financial adjustment to the contract awarded under these specifications and documents shall be entertained by BESCOM. Further, no change in the time schedule of neither the contract nor any financial adjustment (s) arising thereof shall be permitted by BESCOM which are based on the lack of such clear information.

8.0 **Drawings:**

8.1 Unless otherwise provided for in the contract, if applicable the

Engineer-in-charge shall furnish to the Contractor, free of charge copies of drawings, and specifications as may be considered by the Engineer to be reasonably necessary for the execution of the work.

8.2 Drawings, specifications and copies there of furnished by the Engineer, shall not be used for other works and shall be returned to the Engineer, on completion of the works. Drawings, specifications or other contract documents shall not be reproduced or caused to be reproduced, without the previous written permission of the Engineer-in-charge.

9.0 **Contract includes all necessary Operations:**

9.1 The contract includes the whole of the works which are described in or implied by the contract documents or which may be inferred to be obviously necessary for the efficiency, stability and completion of the permanent works and the performance of all operations and the supplying of all materials and things described in or implied by the contract documents or which may be deemed necessary for the completion of the works in all respects to the entire satisfaction of the Engineer, shall be deemed to be included in the contract.

9.2 Works shown upon drawings without being mentioned in the specifications or described in the specifications without being shown on the drawings shall nevertheless be held to be included in this contract in the same manner as if they had been expressly shown upon the drawings and described in the specifications also.

10.0 **Discrepancy between Drawings and Specifications:**

10.1 In case of errors, omission and/or disagreement between the written and scaled dimensions on the drawings or between the drawings and specifications, if applicable the Contractor shall make a reference to the Engineer-in-charge, whose elucidation or decision shall be considered authentic. For any error in the work due to such errors or omissions or disagreements, if he fails to refer them to the Engineer-in-charge, and to get elucidation before starting the work, or the specific

part of the work affected, he shall himself be liable for the consequential losses if any.

10.2 **The Contractor to supply and be responsible for the efficiency of the means of employed:**

The Contractor shall supply and bear responsibility for all materials, labour, machinery, tools and other implements and generally all means required for the fulfillment of the contract, whether such means be or not be recommended by the Engineer. No materials, tools, tackles or equipment brought to the site for use on the works shall be removed from the site without previous written permission of the Engineer-in charge.

11.0 **Watch and Ward:**

Except as may be specifically provided, the Contractor shall be responsible for all proper watch & ward of all works comprised in the contract.

12.0 **Safety Devices:**

The Contractor shall supply at his own cost, safety devices, as the Engineer may direct in the interest of safeguarding the workmen from liability to accidents or damages to health and to carryout such measures as the Engineer-in-charge may prescribe in this behalf.

13.0 **Liability for Accidents to Persons:**

13.1 The Contractor shall be responsible for all accidents to persons employed

by him who may arise in the execution of the works, and from whatever cause they may arise during execution of works included in the contract and shall arrange for insurance as prescribed in clause 24.5 of this section.

13.2 The Contractor shall indemnify BESCOM against all action, suits, claims, demands, cost of expenses arising in connection with injuries suffered up to the date when the works or plant shall have been taken

over under clause herein by persons employed by the Contractor or his sub- Contractor whether under the general law or under the workmen's compensation Act, or any other statute in force on the date of the contract dealing with the question of the liability of employee from injuries suffered by employees and to have taken steps properly to ensure against any claims there under. On the occurrence of accidents which result in the death of the workmen employed by the Contractor or which result in injury so serious as to be likely to result in the death of any such workmen, the Contractor shall within 24 hours of happening of such accident, intimate in writing to the concerned Engineer, the fact of such accident. The Contractor shall indemnify BESCOM against all loss or damages sustained by BESCOM resulting directly or indirectly from failure to give intimation in the manner aforesaid as a consequence of BESCOM's failure to give notice under the workmen's compensation act, otherwise to conform to the provision of the said act in regard to such accident. In the event of any claim being made or action brought against BESCOM involving the Contractor and arising out of the matter referred to and in respect of which the Contractor is liable under this clause, the Contractor shall be immediately notified thereof and he too shall with the assistance, if so required of BESCOM but at the sole expense of the Contractor conduct all negotiations for the settlement of the case or any litigation that may arise there from. In such cases, BESCOM shall at the expense of the Contractor afford all available assistance for any such purpose.

13.3 In the event of any accident in respect of which compensation may become payable under workmen's compensation Act, whether by the Contractor or by the BESCOM as Principal, it shall be lawful for the Engineer to retain out of money due and payable to the Contractor such sum or sums of money as may be in the opinion of the said Engineer-in-charge, be sufficient to meet such liability and any balance

left out of money so retained after meeting such liability shall be refunded to the Contractor.

14.0 **Liability for Damage to Works or Plant:**

The Contractor shall during the progress of the works properly cover up and protect the work and plant leased by BESCOM from injury by exposure to weather and shall take every reasonable proper and timely precautions against accidents of injury to the same from any cause, and shall be answerable and liable for all accidents or injuries there to which until or be occasioned by the acts or omissions of the Contractor or his workmen or sub-Contractor from and all losses and damages to the works or plant arising from such accidents or injuries shall be made good in the most complete and substantial manner by and at the sole cost of the Contractor to the entire satisfaction of the Engineer-in-charge.

15.0 **Labour Conditions:**

15.1 The Contractor shall comply with the labour laws in force and shall furnish the returns and information as may be specified from time to time.

15.2 The Contractor shall as far as possible obtain his requirements of labour from the local area, and through the employment exchanges. The Contractor shall pay fair and reasonable wages (whether or not such wages are controlled by any law existing at the time) to workmen employed by him for the work.

15.3 The Contractor shall provide at his own cost, suitable shelters at the work spot for meals and arrange for a supply of clean, safe, portable water for his workmen. The Contractor may be permitted, if he finds it necessary, to work on Sundays subject to the provision of labour act with the prior consent of the Engineer-in-charge and after giving the intimation at least two days in advance.

16.0 **Medical facilities for Labour:**

16.1 The Contractor shall arrange to build at his own cost proper camp for his laborers and provided such camps with facilities of clean potable treated water and light (where ever possible) and arrange for drainage and proper disposal of sewage. He shall abide by the rules framed in this behalf by the Engineer-in-charge or the Health Office on the project.

16.2 The Contractor shall also provide at his own cost for the Medical supervision of his workmen against epidemics & arrange for taking anti malaria measures, vaccination against small pox, typhoid, cholera, etc., and examination of persons before employment. The Contractor shall also at his own cost provide for first aid at the work spot and for medical aid at his main camp to all his employees as directed by the Health Officer and submit reports regarding such conditions in the camps.

17.0 **Materials, Workmanship, etc.,:**

17.1 The work shall be executed in a thoroughly standard manner with materials and workmanship of the best quality and strictly in accordance with the specifications and drawings or written instructions as may from time to time be furnished to the Contractor and shall be completed in every respect with all materials and workmanship implied and necessary according to the fair interpretation and meaning of the same. Should there be any discrepancy between the drawing and specifications or any difference or dispute as to the dimensions to be worked to or the periodical quantity to be executed or with respect to any subject arising out of this contract, the decision of the Engineer shall be final and binding on all parties.

17.2 **BRAND NAMES -**The specific reference in these specifications and documents to any material/equipment by brand name, make or catalogue number shall be construed as establishing standards of quality and performance and not as limiting competition. However,

contractor may offer other similar material/equipment provided they meet the specified standard, design and performance requirements. The contractor shall furnish adequate technical information about such alternative material/equipment to enable BESCOM to determine its acceptability. BESCOM shall be the sole judge on the acceptability or otherwise of such alternative material/equipment.

17.3 The contractor shall note that standards for workmanship, material and equipment and reference to brand name of catalogue numbers designated by BESCOM in its Technical specifications are intended to be descriptive only and not restrictive. The bidder may substitute alternative standards, brand name and or catalogue numbers in its bid, provided that it demonstrates to BESCOM's satisfaction that the substitutions are substantially equivalent or superior to those designed in the Technical specification.

18.0 **Contractor to inform Engineer regarding the arrangements made by him for the execution of Work:**

18.1 The Contractor shall furnish the Engineer-in-charge a statement in writing of the arrangements he proposes to adopt for the execution of the work and in case the Engineer-in-charge considers any alteration in the same desirable, the Contractor shall on notice thereof adopt such alteration.

18 .2 The Engineer and his authorized assistants or agents shall have at all times full power to inspect the works wherever in progress either on the site, or at the Contractor’s premises wherever situated on the premises of any firm or BESCOM where work in connection with this contract may be done and the Contractor shall provide all reasonable facilities and safety devices, at his own cost, for enabling such an inspection of works to be carried out, and any tests to be conducted if necessary. The Contractor shall maintain at such work spot a work order book, in which shall be got noted the instructions of the

inspecting officers. A copy of such instructions in the said work order shall be promptly sent to the inspecting Officer and another copy of the same to the Engineer -in-charge.

19.0 **Mode of Works:**

19.1 The Estimate for the works has to be done division wise by the divisions

feeder wise.

19.3 The data for printing for each name plates will be provided feederwise by the Executive Engineer (El) duly checked and signed by the Assistant Engineer /Section officer of the concerned jurisdiction and signed by the jurisdictional Assistant Executive Engineer(El) and counter signed by the Executive Engineer (El) of the concerned jurisdiction. The same shall be collected by the contractor.

19.4 The correctness of the data has to be ensured by the jurisdictional officers and 50% of the data has to be checked personally by the jurisdictional Assistant Executive Engineer(El). 25% of the data has to be checked personally by the jurisdictional Executive Engineer(El). 10% of the data has to be checked personally by the jurisdictional Superintending Engineer(El) before giving the data to the Contractor.

19.5 After fabrication of each name plate the jurisdictional Assistant Engineer (El)/Section officer shall arrange to fix the name plate feeder wise by allocating the concerned feeder manager/Lineman for helping to fix it feeder wise and supervised by the concerned Section officer. The bidder has to give prior intimation of the work to be carried out. The section officer should avail proper clearances for the same and inform the bidder. The safety norms of taking prior approval by Section officer. line clearances and creating safety zones has to be ensured

before fixing the name plate by the bidder.

19.6 After fixing, the name plate has to be checked by the jurisdictional Assistant Engineer (El) /Section officer and the feeder manager and the contractor shall collect the signed copy of the completion of the nameplates for each feeder and countersigned by the jurisdictional Assistant Executive Engineer(El).

19.7 After fixing, the 50% of the name plates has to be checked at random personally by the jurisdictional Assistant Executive Engineer(El). 25% of the name plates have to be checked at random personally by the jurisdictional Executive Engineer (El). 10% of the data has to be checked at random personally by the jurisdictional Superintending Engineer(El).

19.8 The work should be carried out in each division feeder-wise in all circles of the zones simultaneously. Monthly progress of the name plates fixed has to submitted by the concerned circle to General Manager,Q,S&S).

19.9 Monthly Progress for the Inspections after fixing the name plates carried out by the jurisdictional AE/SO/EE/SE has to be submitted to GM(Q,S&S).

20.0 **Opening out of the Works:**

20.1 If applicable, the Engineer-in-charge consider it necessary in order to satisfy himself as to the quality of work the Contractor shall at any time during the execution of the work, pull down or cut into any part of the work and make such openings into and to such an extent through the same as the Engineer may direct, and the Contractor shall make good the whole to the satisfaction of the Engineer. Should the work prove to be faulty or in any respect not in accordance with the terms of the contract documents, the Engineer will be at liberty to order such further removal and remaking by the Contractor at his own cost.

20.2 The Contractor shall before covering up any work which may later become inaccessible for inspection and measurements give adequate

notice of his intention to the Engineer-in-charge and shall only cover up such portions after they have been inspected and measured up by the Engineer-in-charge. Should the Contractor fail to give such notice, the Engineer-in-charge will be at liberty to get the work opened at the Contractors' risk and cost of inspection and measurement.

21.0 **Removal of Imperfect Work:**

21.1 If any work has been executed with unsound, imperfect or unskilled workmanship or with materials of any inferior quality not in accordance with the specifications and drawings, the Contractor shall at his own cost rectify, reform, remove and reconstruct the same either in whole or part as may be directed by the Engineer-in-charge, whether or not the value of any such work (or materials) shall have been included in any payment made to the Contractor.

21.2 Should the Engineer-in-charge consider in his unfettered discretion that he could accept a work which is not in strict accordance with the contract documents but is structurally sound and would serve the purpose for which it is executed, he may accept such work & pay for it at a rate less than that contracted for, and his decision regarding the acceptance and the reduced rate to be paid for shall be final and binding on the Contractor.

22.0 **Suspension of Work:**

22.1 The Engineer-in-Charge may from time to time by direction in writing without in any way violating the contract direct the Contractor to suspend the works or any part thereof at such time or times and so long as the Engineer may deem desirable, and the Contractor shall not after receiving such written notice Proceed with the works therein ordered to be suspended until he shall have received a written notice or authority from the Engineer-in-charge to proceed with the works.

22.2 Should the works be ordered to be suspended directly or indirectly as a result of the Contractor not complying with any of the provisions of the

contract in respect of the quality of the materials, workmanship, progress, mode of execution, the order of execution etc., or in the interest of the safety of the works, the Contractors shall not be entitled to claim any compensation for any loss he may be put to. If however, the works be ordered to be suspended for reason for which the Contractor is not responsible directly or indirectly he will be entitled to compensation as may be determined by the Engineer whose decision in the matter shall be final. In such matters the profits that the Contractor would have earned had the work not been suspended shall not be taken into consideration.

23.0 **Access to site and Work on site:**

BESCOM may, if it thinks fit from time to time, enter upon any lands which may be in the possession of the Contractor under this Contract for the purpose of executing any works by itself or through its agents or through the other Contractors or workers of BESCOM at its option, and the Contractor shall in accordance with the directions of the Engineer-in-Charge afford all reasonable facilities for the execution of the works including the occupation of lands by structures or otherwise for any Contractors or their workmen or for the BESCOM workers who may be employed in the execution of works on or near the site of work not included in this Contract or any Contract in connection with or ancillary to such work and in default the Contractor shall be liable to compensate BESCOM for any delay or expense incurred by the reason of such default. Provided always that if the exercise of these powers, shall cause any damage to the Contractor he may as and when damage shall arise make a statement of the same to the Engineer-in-Charge who shall from time to time certify to the BESCOM, the value in his judgment of such damage & the BESCOM shall from time to time pay the Contractor the amount if any so certified by the Engineer-in-charge.

24.0 **Deviations, Alterations, etc in the Work:**

The Contractor shall not in any way alter any of the work in respect of a design, quantity, material or specification, without the written consent of the Engineer, but the Engineer may from time to time and at any time during the progress of the works direct in writing any deviations, addition, omissions, or alterations, to be made in or to the works or any parts thereof in respect of quantity, design, material, workmanship and or specifications and may direct the Contractor to curtail or omit any of the works or to commence and execute any new or substituted work in such order and manner as he may think fit and any such direction of the Engineer and any such deviation alteration, addition and omissions made in pursuance thereof shall not violate the contract or be made the ground for any claim for compensation for alleged loss of profit in respect of omitted works or for extra rate of payment for additional works.

25.0 **Claims for extra items of Works:**

25.1 The Contractor shall not be entitled to any claims for extra work due to any changes or alterations unless the same has been ordered in writing by the Engineer-in-charge.

25.2 Extra items of work done in pursuance of any written orders of the Engineer shall be executed strictly in accordance with the terms of this contract as though they had been originally included in the contract. Such works shall be measured and paid according to the actual quantities executed.

25.3 In the event of any dispute arising out of the validity of the claims or as to the amount to be paid or allowed in respect thereof the decision of the Engineer shall be final and binding and in the meanwhile the Contractor shall either proceed with or stop the works as may be ordered by the Engineer.

25.4 The Contractor shall before the 16th of each month submit in writing to the Engineer-in-charge a statement of extra items, if any that he may have executed during the previous month, and for which rates have not been fixed by BESCOM failing which the Contractor shall not be entitled to any claim for payment.

26.0 **TERMS OF PAYMENTS:**

26.1 Payment shall be made after completion of supply and fixing of name plate along with the details furnished by the O&M staff printed properly and fixed at each IN and OUT points of each feeder. *The payment will be made feeder wise at respective Division offices, BESCOM, based on the certification from the respective Assistant Executive Engineer, O&M Subdivisions, and signed by Executive Engineer.*

26.2 The Contractor shall submit the Bills in quadruplicate (4 copies) to the respective Assistant Executive Engineer, O&M Subdivisions, BESCOM in prescribed form duly certified by respective Executive Engineer, O&M divisions. Payment will be made as per actual at the approved unit prices of P.O contract. The payments to Contractor are subject to recoveries, which are due from the Contractor as indicated in recoveries Clause of this section.

26.3 All payments under the Contract shall be in Indian Rupees only.

26.4 All materials and work for which payment is made in part or full shall become the sole property of BESCOM, but this provision shall not relieve the Contractor of his responsibility for the care and protection of the materials and works at his own cost and his liability to make good the damage if any unless and until the whole work is deemed to have been completed and handed over to BESCOM, in accordance with the terms and conditions of the contract.

26.5 The periodical measurements and payments will not entitle the Contractor to any claim that the works for which payment has been made are accepted as complete in accordance with the specifications,

drawings or other contract documents and in no way will curtail the right of the Engineer-in-charge to subsequently direct the removal of imperfect work or pay at a lower reduced rate, or to re-measure the works.

26.6 The Contractor shall not be entitled to claim any interest upon any arrears or upon any balance, which may be found due to him at any time.

27.0 **Recoveries:**

27.1 Recoveries due from the Contractor up to the end of the month previous to the one in which bill is prepared shall be made from the bills approved for payment every month in the following order of priority and extent.

a.Penalty, in full, if any to be levied.

b.Expenditure incurred by BESCOM on behalf of the Contractor in full.

c.Charges for services such as water supply, power etc. if any rendered by BESCOM in full.

d.Recoveries of advances on either materials or preliminaries of work if any.

e.Amount towards income tax at applicable rates.

f.Any other sums due by the Contractor to BESCOM

g.Any other statutory deductions.

27.2 The extent of recovery to be made from the Contractors' bill may be modified at the discretion of the Engineer-in-charge if the bill under question includes items whose rates are not finalized or the rate for such items are not fully collected.

28.0 **Date of Completion:**

28.1 The works shall be completed in all respects ***within 90 days from the date of award.***

28.2 The Contractor shall supply, equipment and the whole of the works and

hand them over to BESCOM on or before the date or dates specified as incorporated in the main agreement. Provided always that, if in the opinion of the Executive Engineer, any alteration, addition, subtraction or modification of the work or by any strike or lockout of any workmen employed by the Contractor or by causes directly due to war or the unforeseen acts of nature or by delay on the part of BESCOM in issuing any orders, drawings, instructions or directions in time or by suspension of work. The Executive Engineer, if in his discretion deem fit, either forthwith or at any later time and from time to time not withstanding that the prescribed or extended time for completion has expired or that the works have been completed, by writing to extend the time for the completion of the work to such a date as he may deem proper, provided always that the Contractor makes a written application to the Executive Engineer at or before the time when the cause of the delay is occurring or about to occur or within fifteen days from the occurrence of such delay and unless the time is extended by the Executive Engineer, the prescribed time may not be extended not withstanding delays from the foregoing or any other cause of whatever kind.

29.0 **Progress of work and failure to abide by the programme of work and penalties therefor:**

29.1 The time allowed for carrying out the work as per clause 28.0 of section-II above shall strictly be observed by the Contractor as set out in the agreement. The work shall throughout the stipulated period of contract proceed with all due diligence, time being deemed to be the essence of the contract on the part of the Contractor. If the Contractor at any stage of the progress fails to complete the work, the Engineer-in-charge shall be at liberty to adopt any one of the following courses after sending written notice to the Contractor.

29.2 To employ labour paid by BESCOM, to supply materials to carry out the work or any part of the work, debiting the Contractor with the cost of labour, transportation, price of materials etc., (as to the correctness of such cost and price, the decision of the Engineer-in-charge being final & conclusive against the Contractor) and crediting him with the value of work done in all respects in the same manner and at the same rates as if it has been carried out by the Contractor under the terms of his contract and in that case, certificate of the Engineer-in-charge as to the value of the work done being final and conclusive against the Contractor.

29.3 To order the work of the Contractor to be measured and to take such part thereof, as shall be unexecuted out of his hands and to give to another Contractor to complete the same in which any expense which may be incurred in excess of the same, which would have been paid to the original Contractor, if the whole work had been executed by him (as to the amount of which excess expense the decision of the Engineer-in-charge shall be final and conclusive) shall be deducted from any money due to him by BESCOM under the Contract or otherwise from his earnest money, further security deposit etc.

29.4 To allow the original Contractor to continue the work, levying the penalty as per rates noted below for the number of days that the Contractor takes to complete and deliver portion of the work, which was scheduled to be completed as per programme in the agreement.

30.0 **Penalty for Delay in Execution of the Work:**

30.1 The penalty shall be ½% per week of delay or part there of subject to a maximum of 10% of the awarded amount for beneficial use within the time stipulated in clause 29.0.

30.2 The period of continuance of delay beyond 4 weeks shall be at the

discretion of the Engineer. If the Contractor still fails to complete the work within such extension period, the contract can be cancelled. Penalties levied for (1) non-fulfillment of programme of works within the stipulated period, (2) the number of days allowed beyond the stipulated period for completing the work and (3) extra cost that might be incurred by BESCOM for getting the balance work completed through any other agency as it deems fit under the circumstances will be deducted from any money due to him by BESCOM for work done under the contract or otherwise.

30.3 The levy of penalty is however exempted from extension of time granted for the execution of work for valid reasons as detailed in Clause 28.02 of this section.

31.0 **Compliance with Instructions:**

If the Contractor fails to work with diligence and expedition, or shall refuse or neglect to comply with any reasonable orders given to him in writing by the Engineer in connection with the work or contravenes the provisions of the contract, BESCOM may give “seven days” Notice in writing to the Contractor, to make good the failure, neglect or contravention complained of, and should the Contractor fail to comply with the notice within the specified time from the date of service thereof in the case of a failure, neglect or contravention, capable of being made good within that time or otherwise within such time as may be reasonably necessary for making it good, then and in such case BESCOM shall be at liberty to employ other workmen and forthwith perform such work as the Contractor may have neglected to do or if BESCOM shall think fit it shall be lawful to take the work wholly or in part out of the Contractors hands and reconstruct for the purpose of completing the work or any part and in that event, BESCOM shall without being responsible to the Contractor for the fair wear and tear

of the same have the free use of all the materials, tools, tackle, construction plant or other things which may be on the site for use at any time in connection with the work to the exclusion of any right of the Contract over the same and BESCOM shall be entitled to retain and apply any balance which may be otherwise due on the contract to the Contractor including encashment of Bank Guarantee for the performance of the contract or such part thereof as may be necessary to the payment of the cost of executing such work as aforesaid.

32.0 **Powers to take over plant, etc to enforce progress:**

32.1 Notwithstanding anything contained in the clause herein above, if the Contractor fails to work with due diligence and speed or refuses or neglects to comply with any lawful and reasonable orders given to him in writing by the Engineer-in-charge or contravenes any of the provisions of the contract the Engineer-in-charge may give seven days notice in writing to the Contractor to make good the failure neglect or contravention complained of, and should the Contractor fail to comply with the notice within the time specified in the notice, then in such case the Engineer-in-Charge shall be at liberty to employ other workmen and forthwith perform such work as the Contractor may have neglected to do, or if deemed fit, it shall be lawful for the Engineer-in-charge to take the work wholly or in part, out of the Contractors' hands and reconstruct it at a reasonable price with any other person or persons or provide any other materials, tools and tackle or labour for the purposes of completing the work and in such an event the Engineer-in-Charge shall without being responsible to the Contractor for fair wear and tear, have the free use of all materials, tools, tackle, plant or other things including operating personnel which may be on the site for the use at any time in connection with the work to the exclusion of the right of the Contractor, over the same and the

Engineer in-charge shall be entitled to retain and appropriate and balance which may otherwise be due to the Contractor as may be necessary to the payment of the cost of executing such work as aforesaid.

32.2 If the cost of executing the work as aforesaid exceeds the balance due to the Contractor and the Contractor, fails to make good the deficit, the said materials, tools, tackle, plant or other things, which were the property of the Contractor, may be sold by the Engineer-in-charge and the proceeds thereof applied towards the payment of such difference and cost of any incidental to such sale, shall be paid by the Contractor forthwith but when all expenses, costs and all charges incurred in the completion of the works are paid by the Contractor, all such materials, tools, tackle, construction plant or other things, remaining unsold may be allowed to be removed by the Contractor.

33.0 **Termination of Contract:**

BESCOM shall have the following powers:

a. To recover from the contractor as agreed liquidated damages or by way of penalty clause above and,

b. To purchase elsewhere after giving due notice to the contractor, on to the account and at the risk of the contractor such stores not so delivered or others of a similar description without canceling the contract in respect of the consignment not yet due for delivery, but the supplier shall not be entitled to any savings on such purchases made against default.

c. To cancel the contract.

d. Forfeiture of performance security deposit.

e. To black-list or not to consider the contractor for future offers for a specified period.

34.0 **Force Majeure:**

34.1 For the purposes of this contract "Force Majeure" means, an event which could not reasonably have been avoided by a diligent party in the circumstances, which is beyond the reasonable control of a party and which makes a party's performance of its responsibilities hereunder impossible or so impractical as reasonable to be considered impossible in the circumstances and includes, but is not limited to, war, riots, civil disorder, earthquake, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, electrical failure, confiscation or any other action by Government Agencies.

34.2 Force Majeure shall not include any event, which is caused by the negligence or intentional action of a party or such party's, sub-contractors or agents or employees, or by a failure to observe good engineering practices.

34.3 Force Majeure shall not include insufficiency of funds of failure to make any payment required hereunder.

35.0 Termination for Convenience:

35.1 BESCOM may, by written notice sent to the contractor, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify the termination is for BESCOM's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination is effective.

35.2 The contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and the sub contracts to the extent they are related to the work terminated and upon terms satisfactory to BESCOM stop all further sub-contracting or

purchasing activity related to the work terminated and assist BESCOM in storage, maintenance and protection, and disposition of the goods acquired under the contract by BESCOM.

36.0 Effect and Jurisdiction of Contract:

36.1 The laws applicable to the contract shall be the laws in force in India. The courts of BANGALORE in Karnataka State shall have exclusive jurisdiction in all matters arising under the contract, including execution of arbitration awards.

37.0 The **sample shall be approved from tender inviting authority before taking up the work.**

38.0 Completion Certificate:

As and when the whole work is completed to the satisfaction of the Engineer in–charge, in accordance with the conditions of this contract, the Engineer in–charge shall issue a Completion certificate and shall then take over the work included in the completion certificate.

39.0 Final Certificate:

The contract shall not be considered as complete until a final certificate is issued by the Engineer, to the effect that the Contractor has fulfilled all the obligations in the matter provided in the contract not withstanding any previous entry on the works or taking possession of working or using any part of the work by BESCOM. Such a final certificate shall be issued within one month of the physical completion of the work.

40.0 Guarantee of Works:

For a period of **12** months from the date of issue of the completion

certificate herein above mentioned, the Contractor shall be liable for the works or any portion there of found to be defective from causes arising from faulty materials or workmanship or other causes for which in the judgment of the Engineer the Contractor will he held responsible, he shall make good any damages arising there from, notwithstanding the fact that the final certificate, may have been issued and the security deposit refunded.

41.0 Death, Bankruptcy, etc:

If the Contractor commits any act of bankruptcy or being a firm commences to be wound up except for reconstruction purposes or carries on its business under a receiver the executors, successors or other representatives in law, liquidator or any person in whom the contract may become vested, shall forthwith give notice thereof in writing to the Engineer and shall take all reasonable steps to prevent stoppage of works for one month during which period be shall have the option of carrying out this contract or providing such guarantee as the Engineer may require but not exceeding the value of the work for the time being remaining unexecuted. In the event of stoppage of works, the period of option shall be fourteen days only. Provided that should the above action be not exercised the contract may be terminated by the Engineer-in-Charge and the retention moneys are forfeited to BESCOM, except in case of termination caused by the death of the Contractor.

42.0 Penalty for offering Illegal Gratification to the Employees of BESCOM:

If the Contractor or any of his servants or agents, directly or indirectly gives, promises or offers any bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, to any public officer or

person in the employment of BESCOM or in any other way directly or indirectly tries to influence the action of such an employee, in any way relating to his bid offer or contract, the bid offer/contract shall be liable to be rejected/rescinded. In the event of the contract being rescinded, the security deposit of the Contractor shall stand forfeited to BESCOM and further the work remaining unexecuted shall be carried out at the cost and risk of the Contractor. Such contractors will be black listed and will not be permitted to participate in any future tenders of BESCOM. From the time of bid opening to the time of contract award, if any Bidder wishes to contact the buyer on any matter related to the bidding process, he shall do so in writing.

43.0 Breech on the part of BESCOM not to effect the Contract:

Breach or nonobservance of any of the conditions or terms of the contract by BESCOM, shall not entitle the Contractor to rescind the contract, but he shall only be entitled to claim damages for loss incurred by him in accordance with law.

44.0 Royalty on Materials:

BESCOM shall deduct from the bills payable to the Contractor royalty payable by him to BESCOM/ Government on the materials used by him at the rates as prevalent on that day, whether or not such rates or royalty are generally increased or decreased.

45.0 Insurance:

45.1 The Contractor shall at his cost arrange to secure and maintain insurance cover against the following statutory obligations:

a)**Workmen's Compensation Insurance:** This insurance is to protect against all claims applicable under workmen's compensation act 1948 & to cover the Contractor against claims for injury, disability, disease or death of its or its Sub Contractor's employees. The liabilities shall not be less than that shown below.

Workmen's Compensation: As per Statutory Provision

Employees Compensation: As per Statutory Provision

b) **Comprehensive General Liability Insurance**: This insurance is to protect against all claims arising from injuries, disability, disease or death of members of Public or damage to property of them due to any act or omission on the part of the Contractor, its agents, its employees or sub-Contractors or from riots, strikes and civil commotion, etc.

45.2 The above Insurance are only illustrative list of Insurance covers normally required and it will be the responsibility of the Contractor to maintain all necessary Insurance coverage to the extent in both time and amount to take care of all its liabilities, either direct or indirect, in pursuance of the contract.

45.3 The supply firm shall arrange for the transit insurance of the goods with their own under writers and include the same in the price quoted by them.

45.4 The policy will be taken out in the name of the contractor and claims with the insurers shall be pursued by the contractor themselves, in case of shortage/breakages/ damages or other claims. The contractor shall however arrange for immediate replacements of materials received short/damaged/broken etc., without waiting for settlement of their insurance claims.

General Manager, (Ele.)
Q,S & S, BESCOM

“END OF SECTION –III : GCC”